

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF MISSISSIPPI

IN RE: ALEXANDER SEAWRIGHT
TRANSPORTATION, LLC.

CASE NO. 19-00217-NPO

DEBTOR

CHAPTER 11

FIRST LIGHT PROGRAM MANAGERS'S MOTION TO LIFT THE AUTOMATIC
STAY NUNC PRO TUNC TO FEBRUARY 15, 2019

First Light Program Managers, Inc. ("First Light") submits this *Motion To Lift The Automatic Stay Nunc Pro Tunc To February 15, 2019* in connection with *First Light Program Managers's Supplemental Response to Debtor's Emergency Motion for Imposition of the Automatic Stay, For Damages, Sanctions and For Contempt* (the "Supplemental Response") in support of *First Light Program Managers, Inc.'s Preliminary Response and Objection to Debtor's Emergency Motion for Imposition of the Automatic Stay and Other Relief* (the "Preliminary Response") (Dkt. # 98) in response to the *Emergency Motion for Imposition of the Automatic Stay, For Damages, Sanctions and For Contempt* (the "Motion," Dkt. # 76) filed by Alexander Seawright Transportation, LLC (the "Debtor"), on February 22, 2019. In support, First Light shows as follows:

1. The Motion alleges that First Light violated the automatic stay as set forth in the Motion.
2. In the Supplemental Response and the Preliminary Response, First Light denies that it violated the automatic stay.
3. However, out of an abundance of caution, should the Court determine that the automatic stay was in effect as to the Policy Documents in issue and the Notice of

Cancellation in issue, First Light avers and submits that cause exists for lifting and terminating the automatic stay *nunc pro tunc* to February 15, 2019, the date the Notice of Cancellation was issued due to, among other possible things, the Debtor's bad faith in its procurement of the Policy documents and the unmistakable misrepresentation by the Debtor of it not having filed for or contemplated bankruptcy prior to procuring the Policy Documents.

WHEREFORE, First Light moves the Court to enter an Order lifting, terminating, and/or annulling the automatic stay *nunc pro tunc* to February 15, 2019 with respect to the Policy Documents and the Notice of Cancellation in issue. First Light further prays for general relief.

THIS the 1st day of March, 2019.

Respectfully submitted,

FIRST LIGHT PROGRAM MANAGERS, INC.

By: /s/ William H. Leech
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CERTIFICATE OF SERVICE

I do hereby certify that I have this day served via electronic mail a true and correct copy of the above and foregoing to:

Craig M. Geno
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Attorney for the United States Trustee

THIS the 1st day of March, 2019.

/s/ William H. Leech
Of Counsel